

# **EXHIBIT 10**

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**After-sale Review and Verification Process:** The Vehicle sold to you is subject to an after-sale review and verification of the information you have provided to us. You agree to cooperate with the after-sale review and verification process.

**Limitation on Damages:** Unless prohibited by law, you shall not be entitled to recover from us any consequential, incidental or punitive damages, damages to property or damages for loss of use, loss of time, loss of profits, or income or any other similar damages. We are not liable for any failure or delay in delivering the vehicle to you if it is beyond our control, not our fault or we are not negligent.

**References:** To the extent you are financing your purchase with us, we may contact your employer or your references to verify the information you provided to us in connection with this Agreement.

**Odometer (mileage):** Each of your and our representations regarding odometer readings are subject to information provided by others, including government agencies. We each understand that this information is not always accurate. As permitted by applicable law, neither us is responsible for any inaccuracies in this information to the extent it is not the party's fault.

**Disclosure on Airbags:** We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the vehicle unless otherwise disclosed to you on the Carfax Vehicle History Report. You acknowledge that we have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and you accept the vehicle without representation or warranty from us. You further acknowledge that you had the opportunity to have the airbag(s) checked by someone of your choice prior to the expiration of your 7 Day Test Own Period.

**Liability Insurance:** You understand that state law requires you to purchase and maintain liability insurance. We do not provide liability insurance for you and it is not included in your Agreement. Your choice of insurance providers will not affect our decision to sell you the vehicle.


**Record Retention:** You agree that we may maintain documents and records related to the vehicle and the Agreement electronically, including, but not limited to, documents and record images, and that we may dispose of original documents. You agree that a copy of any such electronic records may be used and shall be deemed to be the same as an original in any arbitration, judicial, or non-judicial or regulatory proceeding related to the vehicle.

**Arbitration Agreement:** The arbitration agreement entered into between you and Dealer is incorporated by reference into and is part of this Agreement.

**NOTICE:** Carvana, LLC allows you to finance applicable sales/use taxes assessed on ancillary products (vehicle service contract, GPS, GAP Coverage). Whether you finance your vehicle purchase or pay cash, if your vehicle is registered in the state where you purchased your vehicle, Carvana will remit the applicable sales/use tax on ancillary products to that state on your behalf. Unless required by state law, if your vehicle is registered in a state that is not the state where you purchased the vehicle, Carvana will not collect or remit to the state of vehicle registration any applicable sales/use tax on ancillary products on your behalf unless you live in Kansas, Louisiana, or Pennsylvania.

**Buyer acknowledges receipt of a copy of this Agreement. This agreement supersedes any oral agreements or understandings. The agreement cannot be modified except by a written agreement signed by all of the parties. This agreement is not binding until accepted by an authorized representative of Carvana.**

Buyer


  
 Andrew J Okulski

Accepted By


  
 Carvana

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CARVANA

Carvana Care

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APPLICATION/CONTRACT NUMBER

CVSC 2613787

This document is the Application and, if accepted by the Administrator, the Vehicle Service Contract. If this Application cannot be accepted by the administrator as written You will be notified of any changes to the coverage applied for within approximately 60 days. If You choose not to accept these changes to Your application for coverage or Your Vehicle does not qualify for any type of coverage Your Contract Price will be refunded.

**CONTRACT HOLDER (CUSTOMER, YOU, YOUR)**

CUSTOMER'S NAME Andrew J Okulski		CO-CUSTOMER'S NAME N/A	
ADDRESS 8630 Midland Ave		CITY Philadelphia	STATE PA
PHONE NUMBER 2677997887		ZIP 19136	
		EMAIL ADDRESS	

**COVERED VEHICLE (YOUR VEHICLE)**

YEAR 2017	MAKE Nissan	MODEL Versa	
VIN 3N1CN7AP6HL849750	CURRENT ODOMETER 5361	VEHICLE PURCHASE DATE 07/16/19	VEHICLE PURCHASE PRICE 12,900.00

**SELLING DEALERSHIP**

NAME CARVANA, LLC		PHONE NUMBER 1-800-333-4554	ACCOUNT NUMBER 2000295812
ADDRESS 63 PIERCE RD		CITY WINDER	STATE GA
			ZIP 30680-7280

**CONTRACT INFORMATION**

CONTRACT TERM Months 36	Mileage 50000	EXPIRATION ODOMETER 50,000	EXPIRATION DATE 07/15/22
CONTRACT PURCHASE PRICE \$ 950.00		DEDUCTIBLE \$50	

**LIENHOLDER**

You authorize the lender to: (1) be listed as joint payee and receive any refund in the event this Contract is cancelled, (2) cancel this Contract in the event of repossession or total loss, (3) be listed as sole payee on all repossessions.

NAME CARVANA, LLC			
ADDRESS 1930 W Rio Salado Parkway		CITY Tempe	STATE AZ
			ZIP 85281

This coverage ends with either of the following, whichever occurs first: (1) When the mileage of Your Vehicle, as measured from zero (0) miles reaches the mileage limit for the plan selected, or (2) when the time limit for the term selected expires as measured from the Vehicle Purchase Date. The term of this Contract is inclusive of the manufacturer's warranty period.

I have read and understand this document. I understand that the above information is subject to verification and that the Application for coverage may be rejected or the terms of coverage may be modified if any of the above information is incorrect or if the Vehicle is ineligible for the term, coverage, or deductible applied for. The purchase of this Vehicle Service Contract is not required to either purchase or obtain financing for the Vehicle.

AO

Customer Signature

Co-Customer Signature

07/16/19

Contract Purchase Date

Signature of Selling Dealership Representative



SilverRock

VSC (SR-CV-GA-EXC) 07-2018

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc.  
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

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CVSC 2613787

This document is the Application and, if accepted by the Administrator, the Vehicle Service Contract. If this Application cannot be accepted by the administrator as written You will be notified of any changes to the coverage applied for within approximately 60 days. If You choose not to accept these changes to Your application for coverage or Your Vehicle does not qualify for any type of coverage Your Contract Price will be refunded.

<b>CONTRACT HOLDER (CUSTOMER, YOU, YOUR)</b>			
CUSTOMER'S NAME Andrew J Okulski		CO-CUSTOMER'S NAME N/A	
ADDRESS 8630 Midland Ave		CITY Philadelphia	STATE PA
PHONE NUMBER 2877997887		ZIP 18136	
<b>COVERED VEHICLE (YOUR VEHICLE)</b>			
YEAR 2017	MAKE Nissan	MODEL Versa	
VIN 3N1CN7AP6HL849750	CURRENT ODOMETER 5361	VEHICLE PURCHASE DATE 07/16/19	VEHICLE PURCHASE PRICE 12,900.00
<b>SELLING DEALERSHIP</b>			
NAME CARVANA, LLC		PHONE NUMBER 1-800-333-4554	ACCOUNT NUMBER 2000295812
ADDRESS 63 PIERCE RD		CITY WINDER	STATE GA
			ZIP 30680-7280
<b>CONTRACT INFORMATION</b>			
CONTRACT TERM Months 36		EXPIRATION ODOMETER 50,000	EXPIRATION DATE 07/15/22
Mileage 50000			
CONTRACT PURCHASE PRICE \$ 950.00		DEDUCTIBLE \$50	
<b>LIENHOLDER</b>			
You authorize the lender to: (1) be listed as joint payee and receive any refund in the event this Contract is cancelled, (2) cancel this Contract in the event of repossession or total loss, (3) be listed as sole payee on all repossessions.			
NAME CARVANA, LLC			
ADDRESS 1930 W Rio Salado Parkway		CITY Tempe	STATE AZ
			ZIP 85281

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AO

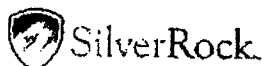
Customer Signature

Co-Customer Signature

07/16/19

Contract Purchase Date

Signature of Selling Dealership Representative



VSC (SR-CV-GA-EXC) 07-2018

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc.  
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

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**Retail Purchase Agreement  
- Georgia -**

<b>BUYER</b>		Andrew J Okulski	
<b>ADDRESS</b>		8630 MIDLAND AVE	
<b>CITY, STATE, ZIP</b>		PHILADELPHIA PA 19136	
<b>PHONE(S)</b>		RES. 2677997887	BUS.
<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Body</b>
2017	Nissan	Versa	Sedan
<b>Lic. Plate #</b>	<b>License Tab #</b>	<b>Expires</b>	<b>Mileage</b>
			5361
<b>Color</b> Silver			
<b>VIN #</b> 3N1CN7AP6HL849750			

Dealership provides an express limited warranty. Buyer has a copy of the limited warranty agreement. No other express or implied warranties are made by the Dealership and there will be no implied warranties of merchantability or fitness for a particular purpose unless required by applicable law. Seller does not have to make any repairs on this vehicle, except as required under the limited warranty and applicable state law. Buyer(s) may also have other rights that vary from state to state.

Buyer(s) ("you") and Dealership ("we") agree that this Retail Purchase Agreement (this "Agreement") is governed by federal law and the law of the state of the Dealership Address listed above. We are agreeing to sell to you and you are agreeing to buy from us the Vehicle at our licensed dealership location shown above, subject to the terms and conditions of this Agreement. We agree to transfer to you and you agree to accept title and ownership of the Vehicle in the state of the Dealership Address listed above. When we transfer title and ownership of the Vehicle to you, you may take delivery of the Vehicle from us at our licensed dealership location shown above or you may make arrangements with us to have the Vehicle transported to another mutually agreed-upon location for your pick-up.

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Body</b>
N/A	N/A	N/A	N/A
<b>Lic. Plate #</b>	<b>License Tab #</b>	<b>Expires</b>	<b>Mileage</b>
N/A			N/A
<b>Color</b> N/A			
<b>VIN #</b> N/A			
<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Body</b>
N/A	N/A	N/A	N/A
<b>Lic. Plate #</b>	<b>License Tab #</b>	<b>Expires</b>	<b>Mileage</b>
N/A			N/A
<b>Color</b> N/A			
<b>VIN #</b> N/A			
AO Buyer's Initials			

Date 07/16/19 Phone 1-800-333-4554

Dealership CARVANA, LLC

Address 63 PIERCE RD

City, State, Zip WINDER GA 30680-7280

Stock Number 2000295812

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

LA INFORMACION QUE VE ADHERIDA EN LA VENTANILLA FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL PREVALECE POR SOBRE TODA OTRA DISPOSICION INCLUIDA EN EL CONTRATO DE COMPRAVENTA.

1	Selling Price	\$12,900.00
2	TAVT/Sales Tax	\$1,123.92
3	PA Title & Registration Fee	\$145.43
4	Transfer Charge	\$199.00
5	Vehicle Protection	\$950.00
6	Gap Coverage	\$695.00
7	<b>Subtotal</b> (Selling Price + Delivery Fee + Fees + Taxes)	<b>\$15,013.35</b>
8	Cash Down Payment	\$300.00
9	<b>Total Down Payment</b> (Cash Down Payment)	<b>\$300.00</b>
10	<b>Balance Due</b> (Subtotal - Total Down Payment)	<b>\$15,713.35</b>
11		<b>\$15,713.35</b>

**FINANCE CHARGE**

The dollar amount the credit will cost you

\$ 9,392.18

If financed, interest charged on the principal amount. See Retail Installment Contract for more information.

\*For GA customers, this value is TAVT. For customers outside of GA, this value is the sales tax due at registration.

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# ODOMETER DISCLOSURE STATEMENT

(Retail)

DATE OF STATEMENT 07/16/19

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CARVANA, LLC. state that the odometer now reads

5361 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

☐

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐

- (2) I hereby certify that the odometer reading is NOT the actual mileage.  
WARNING - ODOMETER DISCREPANCY

YEAR 2017 MAKE Nissan MODEL Versa

BODY TYPE Sedan VEHICLE ID NO. 3N1CN7AP6M1849750

TRANSFEROR'S NAME CARVANA, LLC.  
(PRINTED NAME)

TRANSFEROR'S ADDRESS 63 PIERCE RD  
(STREET)

WINDER GA 30680-7280  
(CITY) (STATE) (ZIP)

TRANSFEROR'S NAME X Paul Breaux  
(SIGNATURE) Paul Breaux

TRANSFeree'S NAME Andrew J Okulski  
(PRINTED NAME)

TRANSFeree'S ADDRESS 8630 Midland Ave  
(STREET)

Philadelphia PA 19136  
(CITY) (STATE) (ZIP)

TRANSFeree'S NAME X Andrew J Okulski  
(SIGNATURE) Andrew J Okulski

C038 (07/16/19)



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## Carvana™ Limited Warranty

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CVLW 2613787

PLEASE KEEP A COPY OF THIS LIMITED WARRANTY IN YOUR VEHICLE

<b>CONTRACT HOLDER</b>					
CUSTOMER'S NAME Andrew J Okulski			CO-CUSTOMER'S NAME N/A		
ADDRESS 8630 Midland Ave		CITY Philadelphia	STATE PA	ZIP 19136	
PHONE NUMBER 2677987887		EMAIL ADDRESS			
<b>VEHICLE INFORMATION</b>					
YEAR 2017	MAKE Nissan	MODEL Versa			
VIN 3N1CN7AP6HLB48750		CURRENT ODOMETER 5361	VEHICLE PURCHASE DATE 07/16/19	VEHICLE PURCHASE PRICE 12,900.00	CONTRACT TERM 100 DAYS/4,189 MILES
<b>DEALERSHIP</b>					
DEALERSHIP NAME CARVANA, LLC		PHONE NUMBER 1-800-333-4554		DEALERSHIP NUMBER 20002	
ADDRESS 63 PIERCE RD		CITY WINDER	STATE GA	ZIP 30680-7280	

I have read and understand this Limited Warranty ("Limited Warranty"):

AO

Signature of Customer

N/A

Signature of Co-Customer

07/16/19

Effective Date

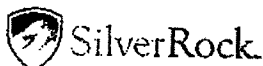
Signature of Dealer Representative

**COVERAGE: 100 DAY/4,189 MILE LIMITED WARRANTY**

- (1) Coverage Term - This portion of the Coverage ends with either of the following, whichever occurs first: (i) 100 days from Vehicle Purchase Date or (ii) when Your Vehicle has been driven 4,189 miles measured from the Current Odometer reading (indicated above).
- (2) Covered Parts - Repairs on assemblies and parts are covered on Your Vehicle under the 100 Day/4,189 Mile Limited Warranty except the following items or conditions, which are excluded and not covered unless otherwise required by state law:
  - Interior or Exterior Cosmetic Imperfections
  - Replaceable/Wearable Parts
  - Recommended Maintenance
  - Aftermarket Accessories
- (3) Deductible - \$50 per each Repair Visit.

**DEFINITIONS**

- (1) "Administrator" means SilverRock Automotive Inc, PO Box 29087, Phoenix, AZ 85038-9087, Toll Free: (866) 628-3905.
- (2) "Breakdown" means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service due to defects in material or workmanship; provided, however, such meaning is specifically limited by those certain conditions under which a failure of a Covered Part is not deemed a Breakdown as identified in the section captioned "Exclusions".
- (3) "Coverage" means the 100 Day/4,189 Mile Limited Warranty as described herein, subject to these terms and conditions.
- (4) "Covered Part" means an Item listed as a Covered Part in the applicable "Coverage" sections above.
- (5) "Customer", "Co-Customer", "You", and "Your" mean the individual(s) identified in this Limited Warranty.
- (6) "Dealership", "We", "Us" and "Our" mean Carvana, LLC. This Limited Warranty is provided to You by Us.
- (7) "Interior or Exterior Cosmetic Imperfections" means any physical defects on your vehicle that do not affect the drivability or safety of the vehicle.
- (8) "Recommended Maintenance" means any normal or scheduled maintenance - the parts and services that all vehicles routinely need. This includes, lubrication, engine tune-ups, replacing filters of any kind, coolant, spark plugs, bulbs or fuses (unless those costs result from a covered repair) and cleaning and polishing.
- (9) "Replaceable/Wearable Parts" means any part that is designed to wear down or be replaced with general maintenance of the vehicle. Wearable components include but not limited to your drive belt, tires, brake pads, brake rotors, clutch material (in manual transmissions), wiper blades and fluids.
- (10) "Repair Visit" means a visit to a repair facility to perform a diagnosis, teardown, or a covered repair.
- (11) "Your Vehicle" means the Customer's vehicle identified in this Limited Warranty.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

WTY (CV-MuSt) 10-2018

Page 1 of 3

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**GAP ADDENDUM TO  
RETAIL INSTALLMENT CONTRACT**

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by the designated custodian

CVGA 2613787

<b>A. TRANSACTION INFORMATION</b>					
Customer's Name <b>Andrew J Okulski</b>					
Address <b>8630 Midland Ave</b>		City <b>Philadelphia</b>		State <b>PA</b>	ZIP <b>19136</b>
Phone Number <b>2677997887</b>			Email Address		
Creditor's Name <b>Carvana</b>			Creditor's Policy #		Creditor's Phone Number <b>1 (800) 333-4554</b>
Creditor's Address <b>1930 W. Rio Salado Pkwy</b>		City <b>Tempe</b>		State <b>AZ</b>	ZIP <b>85281</b>
Vehicle Year / Make / Model <b>2017 Nissan Versa</b>		Vehicle Identification Number <b>3N1CN7AP6HL849750</b>		Vehicle Class <b>0</b>	
Manufacturer's Suggested Retail Price ("MSRP") <b>12,900.00</b>		Current Odometer <b>5361</b>		Deal No. <b>CVGA 2613787</b>	Use (Personal, Business, or Commercial)
GAP Addendum Price <b>695.00</b>	Term of GAP Addendum <b>72</b>		Amount Financed <b>15,713.35</b>		Reception Date <b>07/16/19</b>

This Guaranteed Asset Protection ("GAP") Contract Addendum ("GAP Addendum") amends the Retail Installment Contract ("RIC"). This GAP Addendum is between the Customer ("I", "You", or "Your") and the Creditor ("We", "Us", or "Our"). The administrator named herein will serve this GAP Addendum. Although not required to do so, You have elected to participate in Our GAP Program. GAP does not take the place of insurance on the vehicle. You are responsible for maintaining collision and comprehensive insurance for the full value of the vehicle and any other insurance required by the RIC or applicable law. You are responsible for all notifications or claims that are required to be filed with Your automobile insurance company. We will not process or handle Your insurance claims for You.

**B. TERMINATION OF ADDENDUM**

This Addendum will terminate as of the earliest date that any of the following events occur: 1) the date Your RIC is scheduled to terminate; 2) upon payment in full of the RIC; 3) expiration of any redemption period following the repossession or surrender of the Covered Vehicle, however, in the event of acceleration or payment in full of the unpaid balance, and upon Our notice thereof, You will receive a refund of the cost of this Addendum, calculated from the date of the acceleration or demand for payment in full; 4) after a Constructive Total Loss or theft of the Covered Vehicle occurs and Our rights against You for the amount due under a payable loss have been waived; 5) the date the RIC is prepaid or the RIC is refinanced, however, in the event of prepayment, and upon Our notice thereof, You will receive a refund of the cost of this Addendum based on the prepayment date; or 6) upon the occurrence of a denial of benefits based on an Exclusion, from which You will receive a refund based upon such Exclusion. It is Your responsibility to notify Us or Our Administrator, in writing, of Your request to cancel this coverage and to request a refund/credit of the GAP charge which, at Our option, may be made to satisfy Your obligations under the RIC.

YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS VEHICLE. This coverage may decrease over the term of Your RIC and may not extend for the full term of Your RIC. You may wish to consult an alternative source to determine whether similar coverage may be obtained and at what cost. You also acknowledge that You have read and understand this Addendum and its provisions. No other verbal representations have been made to You that differ from these written provisions. This Addendum includes a binding arbitration clause. You should carefully read the back of this Addendum for additional information on eligibility, requirements, conditions and exclusions that could prevent You from receiving benefits under this Addendum.

**C. SIGNATURES**

I have read, understand, and accept the terms and conditions of this Addendum, and agree to be bound thereby:

AO 07/16/19  
Customer Date

*Paul [Signature]* 07/16/19  
Signature of Creditor Date



You may contact Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc  
P.O. Box 29087, Phoenix, AZ 85038-9087 • (888) 849-0681



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**BY SIGNING BELOW, YOU EXPRESSLY AGREE TO THE ABOVE AGREEMENT. THE AGREEMENT MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT.**

AO

Customer Signature

Customer Signature

*Paul J. ...*

By: \_\_\_\_\_  
Authorized Signature

Date: 07/16/19

#### ARBITRATION ADMINISTRATORS

If you have a question about the administrator mentioned in this Agreement or if you would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows:

American Arbitration Association (AAA)  
13455 Noel Road, Suite 1750  
Dallas, TX 75240-6620  
[www.adr.org](http://www.adr.org)

J.A.M.S./Endispute  
700 11<sup>th</sup> Street, NW, Suite 450  
Washington, DC 20001  
[www.jamsADR.com](http://www.jamsADR.com)  
(800) 352-5267

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**GAP ADDENDUM TO  
RETAIL INSTALLMENT CONTRACT**

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CONTRACT NUMBER  
CVGA 2613787

<b>A. TRANSACTION INFORMATION</b>					
Customer's Name Andrew J Okulski					
Address 8630 Midland Ave		City Philadelphia		State PA	ZIP 19136
Phone Number 2677997887			Email Address		
Creditor's Name Carvana			Creditor's Policy #		Creditor's Phone Number 1 (800) 333-4554
Creditor's Address 1930 W. Rio Salado Pkwy		City Tempe		State AZ	ZIP 85281
Vehicle Year / Make / Model 2017 Nissan Versa		Vehicle Identification Number 3N1CN7AP6HL849750		Vehicle Class 01	
Manufacturer's Suggested Retail Price ("MSRP") 12,900.00		Current Odometer 5361		Deal No. CVGA 2613787	Use (Personal, Business, or Commercial)
GAP Addendum Price 695.00		Term of GAP Addendum 72		Amount Financed 15,713.35	Inception Date 07/16/19

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**B. TERMINATION OF ADDENDUM**

This Addendum will terminate as of the earliest date that any of the following events occur: 1) the date Your RIC is scheduled to terminate; 2) upon payment in full of the RIC; 3) expiration of any redemption period following the repossession or surrender of the Covered Vehicle, however, in the event of acceleration or payment in full of the unpaid balance, and upon Our notice thereof, You will receive a refund of the cost of this Addendum, calculated from the date of the acceleration or demand for payment in full; 4) after a Constructive Total Loss or theft of the Covered Vehicle occurs and Our rights against You for the amount due under a payable loss have been waived; 5) the date the RIC is prepaid or the RIC is refinanced, however, in the event of prepayment, and upon Our notice thereof, You will receive a refund of the cost of this Addendum based on the prepayment date; or 6) upon the occurrence of a denial of benefits based on an Exclusion, from which You will receive a refund based upon such Exclusion. It is Your responsibility to notify Us or Our Administrator, in writing, of Your request to cancel this coverage and to request a refund/credit of the GAP charge which, at Our option, may be made to satisfy Your obligations under the RIC.

YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS VEHICLE. This coverage may decrease over the term of Your RIC and may not extend for the full term of Your RIC. You may wish to consult an alternative source to determine whether similar coverage may be obtained and at what cost. You also acknowledge that You have read and understand this Addendum and its provisions. No other verbal representations have been made to You that differ from these written provisions. This Addendum includes a binding arbitration clause. You should carefully read the back of this Addendum for additional information on eligibility, requirements, conditions and exclusions that could prevent You from receiving benefits under this Addendum.

**C. SIGNATURES**

I have read, understand, and accept the terms and conditions of this Addendum, and agree to be bound thereby:

Customer AO Date 07/16/19

[Signature] Date 07/16/19

Signature of Creditor Date



SilverRock

GAP (CV-MuSt) 03-2017

You may contact Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc  
P.O. Box 29087, Phoenix, AZ 85038-9087 • (888) 849-0681

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CARVANA

## Carvana™ Limited Warranty

THIS IS A COPY

This is a copy view of the Authoritative Copy held by the dealer.

CVLW 2613787

PLEASE KEEP A COPY OF THIS LIMITED WARRANTY IN YOUR VEHICLE

CONTRACT HOLDER					
CUSTOMER'S NAME Andrew J Okulski			CO-CUSTOMER'S NAME N/A		
ADDRESS 8630 Midland Ave		CITY Philadelphia	STATE PA	ZIP 19136	
PHONE NUMBER 2677997887		EMAIL ADDRESS			
VEHICLE INFORMATION					
YEAR 2017	MAKE Nissan	MODEL Versa			
VIN 3N1CN7AP6HL849750		CURRENT ODOMETER 5361	VEHICLE PURCHASE DATE 07/16/19	VEHICLE PURCHASE PRICE 12,900.00	CONTRACT TERM 100 DAYS/4,189 MILES
DEALERSHIP					
DEALERSHIP NAME CARVANA, LLC		PHONE NUMBER 1-800-333-4554		DEALERSHIP NUMBER 20002	
ADDRESS 63 PIERCE RD		CITY WINDER		STATE GA	ZIP 30680-7280

I have read and understand this Limited Warranty ("Limited Warranty"):

AO  
Signature of Customer

N/A  
Signature of Co-Customer

07/16/19  
Effective Date

Signature of Dealer Representative

**COVERAGE: 100 DAY/4,189 MILE LIMITED WARRANTY**

- (1) Coverage Term - This portion of the Coverage ends with either of the following, whichever occurs first: (i) 100 days from Vehicle Purchase Date or (ii) when Your Vehicle has been driven 4,189 miles measured from the Current Odometer reading (Indicated above).
- (2) Covered Parts - Repairs on all assemblies and parts are covered on Your Vehicle under the 100 Day/4,189 Mile Limited Warranty except the following items or conditions, which are excluded and not covered unless otherwise required by state law:
  - Interior or Exterior Cosmetic Imperfections
  - Replaceable/Wearable Parts
  - Recommended Maintenance
  - Aftermarket Accessories
- (3) Deductible - \$50 per each Repair Visit.

**DEFINITIONS**

- (1) "Administrator" means SilverRock Automotive Inc, PO Box 29087, Phoenix, AZ 85038-9087, Toll Free: (866) 628-3905.
- (2) "Breakdown" means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service due to defects in material or workmanship; provided, however, such meaning is specifically limited by those certain conditions under which a failure of a Covered Part is not deemed a Breakdown as identified in the section captioned "Exclusions".
- (3) "Coverage" means the 100 Day/4,189 Mile Limited Warranty as described herein, subject to these terms and conditions.
- (4) "Covered Part" means an item listed as a Covered Part in the applicable "Coverage" sections above.
- (5) "Customer", "Co-Customer", "You", and "Your" mean the individual(s) identified in this Limited Warranty.
- (6) "Dealership", "We", "Us" and "Our" mean Carvana, LLC. This Limited Warranty is provided to You by Us.
- (7) "Interior or Exterior Cosmetic Imperfections" means any physical defects on your vehicle that do not affect the drivability or safety of the vehicle.
- (8) "Recommended Maintenance": means any normal or scheduled maintenance - the parts and services that all vehicles routinely need. This includes, lubrication, engine tune-ups, replacing filters of any kind, coolant, spark plugs, bulbs or fuses (unless those costs result from a covered repair) and cleaning and polishing.
- (9) "Replaceable/Wearable Parts" means any part that is designed to wear down or be replaced with general maintenance of the vehicle. Wearable components include but not limited to your drive belt, tires, brake pads, brake rotors, clutch material (in manual transmissions), wiper blades and fluids.
- (10) "Repair Visit" means a visit to a repair facility to perform a diagnosis, teardown, or a covered repair.
- (11) "Your Vehicle" means the Customer's vehicle identified in this Limited Warranty.



SilverRock.

You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

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# ODOMETER DISCLOSURE STATEMENT

(Retail)

DATE OF STATEMENT 07/16/19

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CARVANA, LLC. state that the odometer now reads

5361 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

☐

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐

(2) I hereby certify that the odometer reading is NOT the actual mileage.  
WARNING - ODOMETER DISCREPANCY


YEAR 2017 MAKE Nissan MODEL Versa

BODY TYPE Sedan VEHICLE ID NO. 3N1CN7AP6HL849750

TRANSFEROR'S NAME CARVANA, LLC.  
(PRINTED NAME)

TRANSFEROR'S ADDRESS 63 PIERCE RD  
(STREET)

WINDER GA 30680-7280  
(CITY) (STATE) (ZIP)

TRANSFEROR'S NAME X   
(SIGNATURE) Paul Breaux

TRANSFeree'S NAME Andrew J Okulski  
(PRINTED NAME)

TRANSFeree'S ADDRESS 8630 Midland Ave  
(STREET)

Philadelphia PA 19136  
(CITY) (STATE) (ZIP)

TRANSFeree'S NAME X   
(SIGNATURE) Andrew J Okulski

C038 (07/16/19)



# CARVANA

MON BY 5!

## Vehicle Return Agreement

Date: \_\_\_\_\_ Year: 2017  
 Account #: \_\_\_\_\_ Make: Nissan  
 Stock #: 2000295812 Model: Versa  
 Name: Andrew J Okulski VIN: 3N1CN7AP6HL849750  
 Address: 8630 Midland Ave Odometer Delivery: 5362  
 City, State, Zip: Philadelphia PA 19136 Odometer Return: \_\_\_\_\_

By signing below you agree to return the Vehicle listed above and agree to rescind the Retail Installment Contract. In doing so, you agree you have fulfilled all of the terms and conditions listed below and understand that if you have not fulfilled all of the terms and conditions listed below you are not entitled to return the Vehicle. You also agree to execute any documents necessary to effectuate the rescission and refund, and as reasonably required to comply with applicable law.

### Vehicle Return Program

We will give you the ability to return the Vehicle to Carvana and terminate this retail installment contract so long as you return the Vehicle:

1. You alert Carvana prior to 5pm EST on the 7th calendar day after purchase;
2. You make the Vehicle available for pick-up by a Carvana representative at a pre-determined time and location the following business day;
3. The Vehicle is free of all liens and encumbrances other than the lien created by this retail installment contract;
4. The Vehicle is in the same condition you received it except for reasonable wear and tear and any mechanical problem that becomes evident after delivery that was not caused by you;
5. You have not driven it more than 400 miles;
6. The Vehicle is without damage or having been in an accident;
7. If the Vehicle is driven more than 400 miles, at Carvana's election you will pay \$1.00 for each mile the Vehicle was driven over 400 miles. If you return your vehicle and had traded in a vehicle to us, we will return your trade to you only after you paid all fees required for the return of the Vehicle. Required fees may not be paid by personal check. Required fees will be deducted from your down payment refund. If you paid your down payment via ACH transaction, we will pay you and/or return your trade in by the earlier of (a) when you provide evidence that the ACH transaction has cleared, or (b) 15 business days after your purchase of the Vehicle. So long as you meet all conditions for return of the Vehicle outlined above, Carvana will not report this account to the credit bureaus.
8. You are responsible for paying excess mileage charged if you did not give Carvana a down payment for your vehicle purchase and you drove the vehicle more than 400 miles during the 7 day Return Guarantee period. Carvana will collect the amount owed in a onetime ACH transaction. Please complete and sign the attached ACH form and give it to: Carvana Sales Advocate. All completed forms will be faxed to: 1-866-221-3833, and processed within 24-48 hours.

### Settlement Statement:

Total Down payment received (less trade-in): \$ \_\_\_\_\_ Vehicle Return Date: \_\_\_\_\_  
 (-) Over mileage fee as described above: \$ \_\_\_\_\_ Vehicle Return Time: \_\_\_\_\_  
 Total refund due to customer: \$ \_\_\_\_\_  
 Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer refuses to accept return of the vehicle and rejects the exercise of the contract termination option for the following reasons:

- ☐ Returned late: Attempted return date: \_\_\_\_\_ time: \_\_\_\_\_  
☐ Mileage limitation exceeded: Mileage at attempted return: \_\_\_\_\_  
☐ Vehicle not in the same condition as delivered  
☐ Customer refused to pay required fees  
☐ Other Describe: \_\_\_\_\_

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**BY SIGNING BELOW, YOU EXPRESSLY AGREE TO THE ABOVE AGREEMENT. THE AGREEMENT MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT.**

AO

Customer Signature

Customer Signature

*Paul [Signature]*

By: \_\_\_\_\_  
Authorized Signature

Date: 07/16/19

#### ARBITRATION ADMINISTRATORS

If you have a question about the administrator mentioned in this Agreement or if you would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows:

American Arbitration Association (AAA)  
13455 Noel Road, Suit 1750  
Dallas, TX 75240-6620  
[www.adr.org](http://www.adr.org)

J.A.M.S./Endispute  
700 11<sup>th</sup> Street, NW, Suite 450  
Washington, DC 20001  
[www.jamsADR.com](http://www.jamsADR.com)  
(800) 352-5267